



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a Resolution Authorizing the City of Lodi's Participation in an Interlocal Agreement Regarding the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG), and Authorizing the City Manager to Execute Agreement on Behalf of the City of Lodi

**MEETING DATE:** August 19, 2009

**PREPARED BY:** David J. Main, Chief of Police

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City of Lodi to participate in an interlocal agreement between the County of San Joaquin and the cities of Lodi, Stockton, Manteca and Tracy regarding the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG), and authorizing the City Manager to execute the agreement on behalf of the City of Lodi.

**BACKGROUND INFORMATION:** The Edward Byrne Memorial Justice Assistance Grant Program provides funding for states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

JAG funds are allocated based on population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. Lodi received funding in 2006 and 2007, but was not eligible in 2008. In 2009, Lodi is eligible to receive \$30,000 in JAG grant funding.

On July 15, 2009 the City Council approved a spending plan authorizing the purchase of technology related to criminal justice as part of this agreement. Failure to adopt the resolution would prevent the City from receiving these funds.

**FISCAL IMPACT:** This is one-time revenue. The proposed expenditure will relieve the General Fund.

A handwritten signature in black ink, appearing to read "David J. Main".

David J. Main  
Chief of Police

DJM:sm  
Cc: City Attorney

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APPROVED:

A handwritten signature in black ink, appearing to read "Blair King".

Blair King, City Manager

**INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF STOCKTON, CA (LEAD AGENCY) AND THE CITIES OF  
LODI, MANTECA, TRACY AND SAN JOAQUIN COUNTY  
2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 11<sup>th</sup> day of August, 2009, by and between the City of Stockton, California (lead agency) acting by and through its governing body, the City Council, hereinafter referred to as STOCKTON, and the City of Lodi, California acting by and through its governing body, the City Council, hereinafter referred to as LODI; the City of Manteca, California acting by and through its governing body, the City Council, hereinafter referred to as MANTECA; the City of Tracy, California acting by and through its governing body, the City Council, hereinafter referred to as TRACY and San Joaquin County, California, acting by and through its governing body, the Board of Supervisors, including San Joaquin County Probation Department, hereinafter PROBATION; San Joaquin County District Attorney, hereinafter DISTRICT ATTORNEY and the San Joaquin County Sheriff's Office, hereinafter SHERIFF'S OFFICE collectively referred to as RECIPIENTS witnesseth:

WHEREAS, each party, in carrying out the Recipient Programs, identified in **Attachment A**, shall make that performance or payment for Recipient Programs from the 2009 Byrne Justice Assistance Grant (JAG) Program award;

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the Parties and that the undertaking will benefit the public;

WHEREAS, STOCKTON agrees to distribute the proceeds of the JAG award for the Recipient Programs identified in **Attachment A**; and

WHEREAS, the RECIPIENTS and the STOCKTON believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, STOCKTON AND RECIPIENTS agree as follows:

**Section 1.**

STOCKTON agrees to distribute the JAG funds for each Recipient Programs as detailed in **Attachment A.**

**Section 2.**

RECIPIENTS agree to use the funds for the programs submitted to STOCKTON as identified in **Attachment A.**

**Section 3.**

- a. It understood that the relationship between the parties is an MOU relationship between public agencies and not an agency; and nothing herein shall be constructed to the contrary.
- b. The Parties agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the parties joint ventures or partners.
- c. This MOU is made and entered into for the sole protection and benefit of the parties and their successors, and assigns. No other person shall have any right of action based upon any provision in this MOU.
- d. No party may request or demand payment for Recipient Programs from any source of STOCKTON's revenue other than the JAG grant funds as set forth in attachment A.

**Section 5**

All notices required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested to the

principal offices of STOCKTON and RECIPIENTS. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to STOCKTON:

City of Stockton  
J. Gordon Palmer Jr.  
City Manager  
City of Stockton  
425 N. El Dorado, 2<sup>nd</sup> Floor  
Stockton, CA 95202

Notice to LODI:

City of Lodi  
Blair King, City Manager  
221 W. Pine Street  
Lodi, CA 95240

Notice to MANTECA:

City of Manteca  
Steve Pinkerton, Jr. City Manager  
1001 W. Center Street  
Manteca, CA 95337

Notice to TRACY:

City of Tracy:  
R. Leon Churchill, Jr.  
City Manager  
333 Civic Center Plaza  
Tracy, CA 95376

Notice to San Joaquin County:

San Joaquin County  
Manuel Lopez, County  
Administrator  
222 E. Weber Avenue  
Stockton, CA 95202

RECIPIENTS shall defend, indemnify, and hold harmless the CITY OF STOCKTON or its agents, officers, and employees from any claim, action or proceedings against it or its agents, officers, or employees to attack, set aside, void, or annul any act or

omissions of the CITY OF STOCKTON or its agents, officers, and employees arising out of each signatory agencies' own use of any JAG grant funds arising from this MOU.

IN WITNESS WHEREOF this MOU has been executed by the parties on the day and year first above written.

CITY OF STOCKTON

CITY OF LODI

\_\_\_\_\_  
J. Gordon Palmer Jr., City Manager

\_\_\_\_\_  
Blair King, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney  
CITY OF TRACY

  
\_\_\_\_\_  
City Attorney  
CITY OF MANTECA

\_\_\_\_\_  
R. Leon Churchill, Jr., City Manager

\_\_\_\_\_  
Steve Pinkerton Jr., City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
COUNTY OF SAN JOAQUIN  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

RESOLUTION NO. 2009-114

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY OF LODI'S PARTICIPATION IN AN INTERLOCAL  
AGREEMENT REGARDING THE 2009 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
AGREEMENT ON BEHALF OF THE CITY OF LODI

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WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding for state and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the procedure for allocating JAG funds is a formula based on population and crime statistics, in combination with a minimum allocation to ensure that each state and territory receives an appropriate share; and

WHEREAS, in 2009, Lodi is eligible to receive \$30,000 in JAG grant funding; and

WHEREAS, on July 15, 2009, the City Council approved a spending plan authorizing the purchase of technology related to criminal justice as part of this agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize City of Lodi participation in an Interlocal Agreement between the County of San Joaquin and the cities of Lodi, Stockton, Escalon, Manteca, Ripon, and Tracy regarding the 2009 Edward Byrne Memorial Justice Assistance Grant, thereby accepting awarded funding in the amount of \$30,000 for the purchase of technology and equipment related to criminal justice; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the 2009 Edward Byrne Memorial Justice Assistance Grant Agreement on behalf of the City of Lodi.

Dated: August 19, 2009

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I hereby certify that Resolution No. 2009-114 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk